

RECORDING REQUESTED BY
COUNTY SANITATION DISTRICT
OF LOS ANGELES COUNTY
2222 BEVERLY BLVD.
LOS ANGELES 27, CALIF.

R/W DIVISION
WHEN RECORDED MAIL TO ABOVE ADDRESS

Q 4494

GRANT OF EASEMENT

All correspondence in
connection with contract
should include reference
to No. 407(R)-102,927

FREE/C

THIS INDENTURE, made the 29th day of August,
1962, between the United States of America, acting by and
through the Department of the Navy, hereinafter referred to
as the Government, and County Sanitation District No. 5 of
Los Angeles County, State of California, hereinafter referred
to as the Grantee.

WHEREAS, the Government is the owner in fee simple of a
parcel of land situate at the Naval Weapons Industrial Reserve
Plant, Torrance, California, hereinafter referred to as the
Plant; and

WHEREAS, the Grantee has requested the conveyance of an
easement for the construction, installation, maintenance,
operation and repair of a sewer pipeline through and under
the aforesaid Government-owned parcel of land, as delineated
on the plan annexed hereto; and

WHEREAS, the Secretary of the Navy has found that the
grant of an easement on the terms and conditions hereinafter
stated will be in the public interest and will not substantially
injure the interest of the Government in the property
affected:

NOW, this Indenture witnesseth that, in consideration of
Six Thousand Dollars (\$6,000.00) paid by the Grantee to the
Government, the Government, pursuant to the authority of
Title 10, U. S. Code, Section 2669, hereby grants unto the
said Grantee, its successors and assigns, for a period of
fifty (50) years from the date hereof, an easement for the
construction, installation, maintenance, operation and repair
of a sewer pipeline, hereinafter referred to as the Line, such
easement to be confined through and under the following
described land, hereinafter referred to as the Premises:

EASEMENT NO. 1952

DESCRIPTION NO. 2417

A fifteen (15) foot strip of land being the westerly 15 feet of the easterly 35 feet of that portion of the Rancho San Pedro conveyed to Columbia Steel Company, a corporation, by quitclaim deed recorded in Book 29335, Page 142, of Official Records, in the office of the Recorder of the County of Los Angeles, said portion of the Rancho San Pedro being described as Parcel "A" in the aforesaid deed, and also a five foot strip of land being the westerly 5 feet of the easterly 40 feet of the southerly 580 feet of said Parcel "A", containing 1.18 acres more or less.

THIS EASEMENT is granted subject to the following terms and conditions:

1. That all work, including the relocation of Government-owned property, required by or in connection with the construction, operation, maintenance, installation and repair of the Line, shall be done without cost or expense to the Department of the Navy and in accordance with plans previously approved by the Director, Southwest Division, Bureau of Yards and Docks, hereinafter referred to as the Director.

2. That the Line shall be constructed, maintained and repaired in such a manner as will permit the Government without unusual cost or expense to construct and use railroad spur tracks across the Premises.

3. That all Government property which must be moved because of the construction, operation, maintenance, installation, and repair of the Line shall be relocated or replaced by the Grantee to the satisfaction of the Bureau of Naval Weapons Representative, Long Beach, hereinafter referred to as the BUNWPS Representative.

4. That the Grantee shall, without cost or expense to the Department of the Navy, and at the option of and to the satisfaction of the BUNWPS Representative, promptly repair or replace all Government property damaged or destroyed as a result of the construction, maintenance, operation, installation and repair of the Line.

5. That the Grantee shall promptly restore or replace existing ground cover damaged or destroyed by the construction,

maintenance, operation, installation or repair of the Line, said restoration or replacement to be accomplished to the satisfaction of the BUWEPs Representative.

6. That the Grantee shall maintain the Line in good condition and shall promptly make all repairs thereto which may be necessary for the operation and the maintenance of said Line.

7. That if at any future time it is determined by the Government that the easement herein granted interferes with Government activities, the Grantee shall relocate any construction or installations at its expense; if the Government determines such relocation is not feasible, the Government shall have the right to terminate the easement herein.

8. That all or any part of the easement herein granted may be terminated for failure on the part of the Grantee to comply with any of the terms and conditions of this grant. This easement shall terminate upon abandonment of the rights granted herein or upon nonuse of such rights for a period of two consecutive years.

9. That upon termination of the easement granted herein, if desired by the Government, the Grantee, at its expense, shall remove any and all improvements installed or constructed hereunder and restore the Premises to the same or as good condition as that which existed prior to the exercise by the Grantee of its rights hereunder, such restoration to be effected to the satisfaction of the Director.

10. That the Grantee's rights hereunder shall be subject to such rules and regulations as may be promulgated by the Government to insure that the exercise of such rights shall not interfere with the Plant.

11. That the Government may use the Premises which are the subject of this easement for any purpose which does not

create an unreasonable interference with the use and enjoyment by the Grantee of the easement rights granted herein.

12. That the Government shall have the right, at its own cost and expense, to install, maintain and operate sanitary sewer feeder lines connecting to the Line to be installed by the Grantee hereunder, for the purpose of discharging into the Line sanitary sewage effluent from the Plant and the Grantee shall, without cost to the Government, receive such effluent into the Line for discharge and disposal.

IN WITNESS WHEREOF, the Government, acting by and through the Department of the Navy, has caused this instrument to be executed the day and year first above written.

Approved as to Form

By Stuart R. Fenty
Counsel for
SOWESTDIVDOCKS

UNITED STATES OF AMERICA

By R. E. Thomas, Jr.
By direction of the Chief of
the Bureau of Yards and Docks,
acting under the direction of
the Secretary of the Navy

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On this 29th day of August, in the year 1962,
before me Marie H. Wendt, a Notary Public in and
for said County and State, personally appeared R. E. Thomas, Jr.

 , known to me to be the person whose
name is subscribed to the within instrument, and acknowledged
that he executed the same by direction of the Chief of the
Bureau of Yards and Docks, acting under the direction of the
Secretary of the Navy, U.S.A.

Marie H. Wendt
Notary Public

My Commission Expires June 5, 1965

James H. Lee 10-7-65
James H. Lee 10-2-65
NOTARY PUBLIC
STATE OF CALIFORNIA

John R. Ballantyne
APPROVING
UNITED STATES DEPARTMENT OF THE NAVY

1 RE: MAIN LINE SEWERS AND PUMPS -
2 DISTRICT NO. 5 INTERCEPTOR TRUNK
3 SEWER - SECTION 2B -
4 EASEMENT NO. 1952 - ACCEPTANCE OF
5 AND PAYMENT THEREFOR

The Acting Chief Engineer presented
an easement executed by the executor
hereinafter named, granting to County
Sanitation District No. 5 of Los
Angeles County certain land for right
of way and recommended that said

6 easement be accepted, recorded and that payment in the amount of SIX THOUSAND
7 DOLLARS (\$6000) be made.

8 Upon motion of Director C. Guleger, seconded by Director
9 Breneman and unanimously carried, payment of SIX THOUSAND DOLLARS
10 (\$6000) was authorized and the Acting Chief Engineer was instructed to have
11 a warrant drawn for same and said easement was accepted and the Secretary was
12 instructed to have same recorded, to wit:


13 EASEMENT NO. 1952, executed August 29, 1962 by Southwest Division,
14 Bureau of Yards and Docks, in behalf of the United States of America, granting
15 to County Sanitation District No. 5 of Los Angeles County an easement and
16 right of way for sewer purposes, described as follows:

17 A fifteen (15) foot strip of land being the westerly 15 feet of
18 the easterly 35 feet of that portion of the Rancho San Pedro conveyed to
19 Columbia Steel Company, a corporation, by quitclaim deed recorded in
20 Book 29335, Page 142, of Official Records, in the office of the Recorder
21 of the County of Los Angeles, said portion of the Rancho San Pedro being described
22 as Parcel "A" in the aforesaid deed, and also a five foot strip of land being
23 the westerly 5 feet of the easterly 40 feet of the southerly 580 feet of said
24 Parcel "A", containing 1.18 acres more or less.

25 STATE OF CALIFORNIA)
26) SS
27 COUNTY OF LOS ANGELES)

28 I, J. R. FOSTER, Secretary of the Board of Directors of County
29 Sanitation District No. 5 of Los Angeles County, do hereby certify that the
30 foregoing is a true and correct copy of an order adopted by the Board of
31 Directors of said District at a meeting held September 12, 1962 and duly
32 entered in the minutes of said District.

33 S E A L


J. R. FOSTER
Secretary

RECORDED IN
OFFICIAL RECORDS
LOS ANGELES COUNTY, CALIF.
RAY E. LEE, RECORDER

OCT 5 11 30 AM 1962

on October 1, 1964, the Board of Directors of the American
the American people and the American people.

COUNTY SANITATION DISTRICT NO. 5
OF LOS ANGELES COUNTY, CALIF.
JOINT ADMINISTRATIVE OFFICE
LOS ANGELES, CALIF.

D. PARKHURST - CHIEF ENG'R. AND GEN'L MGR.

DESCRIPTION No. **2417**

